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Exhibit B
Vendor Agreement

PG&E Corporation
Pacific Gas and Electric Company

[____], 2019

TO: [Operational Integrity Supplier]
[Name]
[Address]

Dear Valued Supplier:

As you are aware, PG&E Corporation and Pacific Gas and Electric Company (collectively, the “**Company**”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of California (the “**Chapter 11 Cases**” and the “**Bankruptcy Court**,” respectively) on [____], 2019 (the “**Petition Date**”). On the Petition Date, the Company requested the Bankruptcy Court’s authority to pay certain suppliers and service providers (collectively, “**Vendors**”) in recognition of the importance of the Company’s relationship with those Vendors and the Company’s desire that the Chapter 11 Cases have as little effect on certain Vendors as possible. On [____], 2019, the Bankruptcy Court entered an interim order (the “**Order**”) authorizing the Company, under certain conditions, to pay prepetition claims of certain Vendors that agree to the terms below and that agree to be bound by the terms of the Order. A copy of the Order is annexed hereto (collectively with this letter, the “**Letter Agreement**”).

To receive payment on prepetition claims, each selected Vendor must agree to continue to supply goods or services to the Company based on “Customary Trade Terms.” As used herein and in the Order, “Customary Trade Terms” are the normal and customary trade terms, practices, and programs (including credit limits, pricing rebates, cash discounts, timing of payments, coupon reconciliation, and other applicable terms and programs) and in effect between the Vendor and the Company at any time within the twenty-four (24) month period prior to the Petition Date or such other trade terms as agreed by the Company and the Vendor.

For purposes of administration of this program, and as authorized by the Bankruptcy Court, the Company and you agree as follows:

1. On account of your total prepetition claim in the amount of \$[●], the Company will provisionally pay you \$[●] (the “Payment”) on account of such claim (net of any setoffs, credits, or discounts) (the “Vendor Claim”). \$[●] will be applied toward that portion of your Vendor Claim that is entitled to administration expense priority pursuant to section 503(b)(9) of the Bankruptcy Code, satisfying [●]% of such claim.
2. Nothing herein waives the Company’s or your rights under section 365 of the Bankruptcy Code.
3. You will provide Customary Trade Terms as follows (if more space is required, attach continuation pages):

- 1 4. You agree that you shall not require a lump-sum payment upon the confirmation
2 or consummation of a plan of reorganization in these cases on account of any
3 administrative expense priority claim that you may assert, but instead agree that
4 such claims will be paid in the ordinary course of business after confirmation of
5 a plan under applicable Customary Trade Terms, if the plan provides for the
6 ongoing operations of the Company.
- 7 5. You will hereafter extend to the Company all Customary Trade Terms and agree
8 to abide by the Purchase Order Terms and Conditions between you and the
9 Company as in effect prior to the Petition Date (the “**Current PO(s)**”).

10 Payment of your Vendor Claim in the manner set forth in the Order may only occur upon
11 execution of this Letter Agreement by a duly authorized representative of your company and the return
12 of this letter to the Company. Your execution and return of this letter agreement constitutes an
13 agreement between you and the Company:

- 14 (i) to the Customary Trade Terms and, subject to the reservations contained in the
15 Order, to the amount of the Payment set forth above;
- 16 (ii) that, for a period lasting until the later of two (2) years from the Petition Date, or
17 the date upon which the term of your Current PO(s) expire, you will continue to
18 supply the Company with goods or services pursuant to Customary Trade Terms
19 and that the Company will pay for those goods or services in accordance with
20 Customary Trade Terms;
- 21 (iii) that you will continue to supply goods or provide services, as applicable, to any
22 non-debtor affiliate of the Company with which you do business, on the terms
23 set forth in the applicable contracts or purchase orders;
- 24 (iv) that you have reviewed the terms and provisions of the Order and consent to be
25 bound by the same;
- 26 (v) that you will not separately seek payment for reclamation, claims pursuant to
27 section 503(b)(9) of the Bankruptcy Code, or other similar claims outside of the
28 terms of the Order unless your participation in the vendor payment program
 authorized by the Order (the “**Vendor Payment Program**”) is terminated;
- (vi) that, in consideration for the Payment, you agree not to file or otherwise assert
 against the Company, their estates, or any other person or entity, or any of their
 respective assets or property (real or personal) any lien (regardless of the statute
 or other legal authority upon which the lien is asserted) related to any remaining
 prepetition amounts allegedly owed to you by the Company arising from
 agreements entered into before the Petition Date. Furthermore, if you have taken
 steps to file or assert a lien before entering into this Letter Agreement, you agree
 to take all necessary steps to remove the lien as soon as possible at your sole cost
 and expense;
- (vii) that if you fail to comply with the terms and provisions of this Letter Agreement,
 the Company reserves its rights to and may seek approval of the Bankruptcy
 Court to (i) deem such payment to apply to postpetition amounts payable to you,

1 if applicable, or (ii) take any and all appropriate steps to cause you to repay
2 payments made to you on account of your Vendor Claim to the extent that such
3 payments exceed the postpetition amounts then owing to you. Your Vendor
4 Claim shall then be reinstated in such an amount so as to restore the Company
and you to their original positions as if this agreement had never been entered
into and the payment of the Vendor Claim had not been made; and

5 (viii) that you will keep the existence and the terms of this Letter Agreement
6 confidential and will not disclose it to any person or entity without the prior
7 written consent of Company, other than as required by law to any court or
governmental authority.

8 The Company and you also hereby agree that any dispute concerning this Letter Agreement,
9 the Order, or your participation in the Vendor Payment Program shall be determined exclusively by
10 the Bankruptcy Court and that all litigation arising out of or relating to this Letter Agreement, the
Order, and/or your participation in the Vendor Payment Program or its subject matter must be
commenced in the Bankruptcy Court.

11 If you have any questions about this Letter Agreement or our financial restructuring, do not
hesitate to call.

12 Sincerely,

13 PG&E CORPORATION /
14 PACIFIC GAS AND ELECTRIC COMPANY

15 By: _____
16 Title: _____

17 Agreed and Accepted by:

18 [VENDOR]

19 By: _____
20 Title: _____
Dated: _____